



Forcht Bank uChoose Rewards Program

Terms and Conditions as of April 2018

These Terms and Conditions are for the Forcht Bank uChoose Rewards Programs. By using your Forcht Bank uChoose Rewards Account, you acknowledge and agree to all provisions of these Terms and Conditions. Please read these Terms and Conditions carefully and call us at 1-844-4-Forcht (1-844-436-7248) if you have any questions. Please note: Examples are for illustration purposes only.

Program	The uChoose rewards promotional incentive program offered by Forcht Bank, National Association
Credit Card, Card	A personal Visa Credit Card or Business Visa Credit Card associated with a Credit Card Account
Credit Card Account	A personal or business credit card account that is eligible to participate in the Program
You, Your, Cardholder	The individual or business that is the obligated borrower on the Credit Card Account eligible to participate in the Program
We, Our, Us, Forcht Bank, Issuer	Forcht Bank, National Association, which issues your Credit Card
uChoose Account	An account associated with a participating Credit Card, required to participate in the Program
uChoose Points	The uChoose Points you earn in your uChoose Rewards Account for Qualifying Purchases or by meeting other requirements as specified herein that can be redeemed for Rewards. The value of a uChoose Point is dependent on the Reward you select and varies from Reward to Reward.
Billing Cycle(s)	The billing cycle or billing cycles of your Credit Card Account
Participating Card	Any Card linked to a uChoose Rewards Account
Primary Signer	For a personal Credit Card, the first named account owner, according to our records. This is the person listed first on your account statement. For a business Credit Card, the individual who opens the account or as otherwise designated by the business entity
Qualifying Purchase	A purchase you make with a Card that earns points in a uChoose Rewards Account
Rewards	Items for which you redeem your points

Who is Eligible to Participate in this Program?

To be eligible to participate in the Program, you must:

- Have a Forcht Bank Visa Passport Credit Card, Forcht Bank iStudent Credit Card, Forcht Bank Visa Classic, Forcht Bank Visa Platinum, Forcht Bank Small Business or a Forcht Bank Business Power that access a Credit Card Account in good standing; and
- A Credit Card Account that is 'in good standing', is not delinquent by 30 days or more, except for Visa Signature Accounts and has not exceeded the approved credit limit

We may decide, in our sole discretion, whether any particular Card, Cardholder or Credit Card Account is eligible to participate in the Program.

Participation in the Program

Each eligible consumer Credit Card will need to be enrolled in the Program through uChooserewards.com and a uChoose Rewards Account will be established in the name of the primary signer. All cards associated with the Credit Card Account are linked to the uChoose Rewards Account associated with the Credit Card Account in the name of the primary signer.

Earning Points

You will earn base points at the following rates:

- Personal (Consumer) Credit Cards: Visa Passport, Visa Classic and Visa Platinum; 1 point for every \$1.00 spent on Qualifying Purchases. iStudent; .5 point for every \$1.00 spent on Qualifying Purchases with bonus points at the following merchants: Bookstores, School supplies, School transactions and Sporting Events. (1.5 points per \$1.00 spent)
- Business Credit Cards: 1 point for every \$1.00 spent on Qualifying Purchases

We round points earned on Qualifying Purchases, including tax, down to the nearest whole dollar amount. If you part of a Qualifying Purchase with your Participating card and part with another form of payment, you will earn points only for the amount you paid for with your Participating Card. When you earn points, we will typically credit them to your Forcht Bank uChoose Rewards Account within 10 business days. However, it may take up to 60 days to credit points earned from some transactions to your Forcht Bank uChoose Rewards Account, such as online purchases or foreign transactions. There is a 200,000 annual point cap on the uChoose rewards Program that will reset on the anniversary date.

Adjustments to Earned Points

If you make a return or receive a credit or chargeback on a transaction that earned points, we will deduct the points from your Forcht Bank uChoose rewards Account.

Bonus Points with Forcht Bank uChoose Rewards Visa Credit Card:

Bonus points can be offered, from time to time, from various merchants and select promotional periods. Merchant sponsored promotions can be found on the uChooserewards.com site and bank promotional points will be sent out through various marketing outlets.

We may decide, at our sole discretion, whether any Account is eligible for bonus points. Bonus points received through select Merchant categories are determined by Visa procedures based on the kinds of products and services they primarily sell. We make every effort to include all relevant merchant codes in our bonus rewards categories. However, even though a merchant or some of the items that the merchant sells appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant will not qualify for the bonus rewards offers in that category and will revert back to the standard rewards.

Qualifying Purchases:

A Qualifying Purchase is any eligible purchase you make with a Participating Card that is processed or submitted through the Visa U.S.A. Inc. payment system. This includes the following:

- Purchases made by swiping your Card
- Internet Purchases
- Phone or mail order purchases
- Bill payments (other than to us or another financial institution)
- Contactless purchases (Purchases you make by holding your Card or other device up to a secure reader instead of swiping your Card)

The following transactions are not Qualifying Purchases and will not earn points:

- Payment of existing Credit card balances
- Balance Transfers
- Cash Advances
- ATM Transactions
- Convenience Checks
- Fees charged by us (for example: annual fees, interest and related service charges)
- Payments made for pre-paid and re-loadable cards such as certain gift cards, VisaBuxx® and similar cards
- Payments made for payment instruments that can readily be converted to cash (For example: travelers checks, money orders, wire transfers and similar products or services)

We may decide, at our sole discretion, whether any particular transaction is a Qualifying Purchase.

Redeeming Points for Rewards

To a list of current available Rewards and redeem your points, you can access your Forcht Bank uChoose Rewards Account information from the Rewards Center at www.uChooserewards.com. If you reside outside of the US, you may not redeem for Rewards that need to be shipped to you. You may redeem for a cash credit to your Credit Card Account, digital Rewards or by booking travel Rewards through the Program. You can redeem points for Rewards whenever your point balance is 1,500 or over AND sufficient enough to obtain one of the rewards offered at that time. You must have the required number of points for a specific Reward in your Forcht Bank uChoose Rewards Account and you cannot combine points from multiple Forcht Bank uChoose Accounts. Each Reward will be subject to its own specific terms and conditions, which we will provide with the offer of the Reward. These may include information on expected shipping, any applicable warranties and any limitations or restrictions, such as an expiration date for a Reward. If a Reward expires before you use it, we do not have any obligation to replace the Reward, to refund the points to redeem the Reward or otherwise compensate you.

When you order a Reward, we deduct points from your Forcht Bank uChoose Rewards Account on a “First in, First out” basis, so the first points you earn will be the first points redeemed. Certain Rewards may require you to make a purchase at a merchant or do something within a specified time period in order to receive the Reward. The points required to obtain the Rewards will be deducted at the time of your redemption request. The suppliers of products and services for the uChoose Rewards Program are independent contractors and are not agents of the bank. The bank is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage or loss, inconvenience, loss of enjoyment, mental distress or other similar matter, delayed departure, missed connection, substitution of accommodations, termination of service or changes in fares and rates and/or cancellation or double booking of reservations or tickets resulting therefrom. All travel documents issued are subject to the terms and conditions specified by the uChoose Reward Programs suppliers.

Shipping

There is no shipping or handling fee for standard delivery of Rewards. We will generally send Rewards to you within four to six weeks after you place your order. We will not ship Rewards to any address outside of the United States, except for APO/FPO addresses.

Tracking Activity in your uChoose Rewards Account

You can access your Forcht Bank uChoose Rewards information for the Rewards Center Page in Online Banking (Forchtcreditcard.com). This is a simple way to manage your uChoose Rewards Account information without any additional login required. This includes information about:

- Qualifying Purchases and the points earned for such Qualifying Purchases
- Bonuses earned with a qualifying deposit account or through special offers
- Redemption activity, including the status of Rewards you have ordered

Additionally, you can access your Forcht Bank uChoose Account at www.uChooserewards.com

Expiration or Forfeiture of Points

All points expire at the end of the month, 3 years (1,095 days) after they were added to your Forcht Bank uChoose Rewards Account. If a Credit Card account participating in the Program is closed, either by you or by us, all of your unused points associated with that Credit Card account will be forfeited. We may terminate your Forcht Bank uChoose Rewards Account for any reason, at our sole discretion. We will not notify you if your points expire or are forfeited. You are not entitled to compensation from us, or any other entity, when your points expire or are forfeited for any reason.

Lost, Stolen or Damaged Card

To report a lost or stolen card, call us at the telephone number provided on your Credit Card statement or Account rules. If you do not have these documents, call us at 1-855-347-1713. You will not lose your points if your enrolled Card is lost, stolen or damaged and we provide a replacement Card, even if the replacement Card has a different card number.

Customer Service

For any questions about or problems with the Program, you can reach us the following ways:

- Online: Your Rewards Center Page at Service@uchooserewards.com
- By phone: 1-844-4-FORCHT (1-844-436-7248)
- By mail: Credit Cards PO Box 55250, Lexington, KY 40555

If you contact us online by email, send your full name and address. Do not send your Card number, other personal information or confidential information by email, because email may not be secure.

If you have a Dispute

If you contact us about a dispute or error regarding any aspect of the Program or your uChoose Rewards Account, we will make a reasonable effort to investigate and correct the error, if we determine one occurred, within the limitations described in these Terms and Conditions. You must notify us within 60 days of the posting date or the date you believe the error occurred and we may require you to provide your notice in writing. If we request written notice from you, we must receive it at the address and within the time frame we specify. If we do not receive the written notice, we may decide not to correct the alleged error, at our sole discretion. If we complete our investigation and notify you of our decision, we have no further responsibilities if you later make the same dispute. We will resolve all questions or disputes, including those regarding eligibility, earning points or redeeming point for Rewards, at our sole discretion.

Other Information, Disclaimers and Limitations

The redemption value of a uChoose point depends on the Reward you select, cannot be redeemed for US currency and may only be redeemed for the Rewards offered through the Rewards Center. The redemption value for a Point varies depending on the Reward you select and is not equivalent from Reward to Reward. We may change or terminate the Terms and Conditions and/or the Program. We may, for example, change the way points are earned, redeemed, expired or forfeited. We may also change the selection of Rewards, the number of points required for rewards or Program fees. We may make changes at any time without any responsibility or compensation to you.

- You may not transfer or sell your points or the uChoose Rewards Account
- You may not purchase points or transfer points from one uChoose Rewards Account to another, even if both uChoose Rewards Accounts are in your name
- All information we collect from you in connection with the Program is subject to our privacy policy. You can find the privacy policy at Forchtbank.com/Disclosures
- Any Reward offered under this Program is void where prohibited by law
- You are responsible for all activity in your uChoose Rewards Account

Any other agreement between you and us for the participating Credit Card Account will continue to govern your use of the Card and the Program. If there is a conflict between the other agreement and these Terms and Conditions, the agreement will govern in matters related to the Credit Card Account and these Terms and Conditions will govern in matters related to the Program.

We may waive any obligation you have under these Terms and Conditions without losing our right to enforce that same obligation at a later time. We will not any of our rights under these Terms and Conditions if we delay taking action for any reason or if we take other action.

We and any of our service providers:

- Are not responsible for the quality or performance of Rewards or other products purchased or obtained with Rewards;
- Do not make any guarantee, warranty or representation of any kind regarding Rewards, including but not limited to, warranties of merchantability or fitness for a particular purpose;
- Do not endorse any Reward, merchant or other provider of a Reward in connection with the Program;
- Are not responsible for merchants, manufacturers or other providers of a Reward that discontinue or cancel a Reward for any reason, including bankruptcy;
- Are not responsible for any injury, damage, loss, expense or inconvenience that may arise in connection with the Program; and
- Have no liability to you in connection with the Program, even if these Terms and Conditions include anything to the contrary

You may be subject to additional Terms and Conditions, warranties or other requirements of the merchant, manufacturer or other provider of Rewards. You release and hold us and all parties associated with the Program harmless from and claim, liability or damage relating to the Program or your use of the Rewards.

Need Help?

Call us at: 1-844-4-FORCHT (1-844-436-7248)